

9.1.0 EMPLOYER GUIDELINES

W-2 policies and procedures for employers detail the activities that must be undertaken by the W-2 agency and the employer who is providing employment positions. Unless specifically stated as optional or recommended procedures, all items contained in this section are requirements of the W-2 agency and noncompliance is subject to appropriate penalty.

The W-2 agency will periodically evaluate the W-2 employee's progress toward unsubsidized employment. The W-2 agency should assist in resolving workplace conflicts as they arise.

9.2.0 EMPLOYER ASSURANCES

The W-2 agency must develop a written agreement outlining specific responsibilities of both the W-2 agency and W-2 employer/work training provider for Trial Job, CSJ, and W-2 T positions. The State will provide a model work site agreement. The W-2 agency may also consult local labor unions to avoid potential disputes. Each agreement should contain language specific to positions in each rung of the W-2 employment ladder.

Agencies may elect to use a form or format of their choice. However, the written agreement with the W-2 employer must include the following assurances from the employer:

1. Compliance with and observance of all federal, state and local laws, ordinances, and regulations affecting W-2 participants including the Family Medical Leave Act, the Americans with Disabilities Act, and the Civil Rights Act of 1964 prohibiting discrimination of any employee or trainee based upon race, color, sex, age, sexual orientation, handicap, political affiliation or national origin.
2. Supervision, structure, performance appraisal, training, materials, and tools normally provided regular employees to assist a W-2 participant to develop good work habits and skills.
3. Provision of a safe and healthy work environment in compliance with federal, state and local health and safety standards.
4. Collection and verification of accurate time and attendance records.
5. Immediate notification to the W-2 agency of participant injury, problems detrimental to continued success on the job, transfer/termination from the worksite, or tardiness or absence not authorized by the employer/work training provider.

Chapter 9 EMPLOYER GUIDELINES

6. Timely notification to the W-2 agency of any collective bargaining changes that may have an impact on the W-2 participant(s) or the worksite agreement.
 7. Timely notification to the W-2 agency of any changes at the worksite which might necessitate a reevaluation of the worksite agreement.
 8. Development of written employer/work training provider expectations for all positions to be filled by W-2 participants. These may include titles, schedules, task descriptions, and skills and abilities necessary for success in that position.
 9. Provision of appropriate on-site access to W-2 participants by designated W-2 agency personnel as well as access to any participant records, all staff should be instructed to consult their supervisor.
 10. No Wisconsin Works employment position may:
 - Fill a vacancy created by an employer terminating a regular employee or otherwise reducing its workforce for the purpose of hiring an individual in a W-2 employment position;
 - Fill a position when any other person is on layoff or strike from the same or a substantially equivalent job within the same organizational unit; or
 - Fill a position when any other person is engaged in a labor dispute regarding the same or a substantially equivalent job within the same organizational unit.
 11. W-2 employers/work training providers must provide a grievance procedure for regular employees of the worksite to address displacement complaints. For a sample grievance procedure, contact your local Area Administrator.
 12. While employers/work training providers should be sensitive to work and family issues, including single parent households, accommodation for disability related issues, the care of elders, and child care needs. However, they should generally allow no more flexibility in work rules for the W-2 participant than they do for a regular employee.
- No W-2 participant may be asked or required to function in any task or activity which promotes or discourages religious, union, or political activity.
13. Provide work opportunities for no more than the number of participants who can be utilized productively.
 14. Agreement not to disclose information concerning the W-2 participant for any purpose not connected with program administration.

15. Agreement not to willfully and knowingly provide false information for purposes of securing or ensuring issuance of a W-2 payment either in greater quantity or when there is no eligibility for a payment.

When possible, the W-2 employer/work training provider will have the opportunity to interview more than one individual for every available position. Positions can be for government, public or private non-profit, or private for-profit employers.